

STATE OF CALIFORNIA  
ENVIRONMENTAL PROTECTION AGENCY  
DEPARTMENT OF TOXIC SUBSTANCES CONTROL

In the Matter of:

Southern California Edison Company,  
San Onofre Nuclear Generating Station  
5000 Pacific Coast Highway  
San Clemente, California

ID No. CAD 000 630 921

Respondent.

Docket HWCA 20020097

CONSENT ORDER

Health and Safety Code  
Section 25187

The California Department of Toxic Substances Control (Department) and Southern California Edison Company, a California corporation, (Respondent) enter into this Consent Order and agree as follows:

1. Respondent generates, handles, treats, and/or stores hazardous waste at San Onofre Nuclear Generating Station, 5000 Pacific Coast Highway, San Clemente, California (Facility).

1.1. The Department authorized Respondent to manage hazardous waste by interim status authority modified by the revised Part A application dated August 13, 1999, and under provisions specified in Consent Order HWCA 96/97-2015 dated June 15, 1999. The Facility generates mixed Resource Conservation and Recovery Act waste and low level radioactive waste, and combined California regulated hazardous waste and low level radioactive waste.

2. The Department evaluated Facility financial assurance documents submitted by Respondent on February 23, 2001.

3. The Department alleges the following violations:

Southern California Edison Company      Consent Order  
San Onofre Nuclear Generating Station      Docket HWCA 20020097

3.1. Respondent violated Health and Safety Code, section 25202, subdivision (a), and California Code of Regulations, title 22, section 66265.143 in that, Respondent:

(a) Failed to establish and demonstrate current and valid financial assurance for closure of the Facility during the period beginning on or about January 16, 2001, and ending March 12, 2002 (Cal. Code Regs., tit. 22, § 66265.143);

(b) Failed to establish and demonstrate alternate financial assurance for closure of the Facility within one hundred twenty (120) days after the occurrence of Respondent's inability to qualify for the financial test (Cal. Code Regs., tit. 22, § 66265.143(e)(5)); and,

(c) Failed to establish and demonstrate alternate financial assurance for closure of the Facility within thirty (30) days of notice that the Department had made a finding that Respondent no longer qualified for the financial test (Cal. Code Regs., tit. 22, § 66265.143(e)(7)).

3.2. Respondent violated Health and Safety Code, section 25202, subdivision (a), and California Code of Regulations, title 22, section 66265.147, in that Respondent:

(a) Failed to establish and demonstrate current and valid financial assurance for sudden accidental occurrence liability for the Facility during the period beginning on or about January 16, 2001, and ending March 12, 2002 (Cal. Code Regs., tit. 22, § 66265.147(a));

(b) Failed to establish and demonstrate alternate financial assurance for liability coverage for the Facility within ninety (90) days after the occurrence

of Respondent's inability to qualify for the financial test (Cal. Code Regs., tit. 22, § 66265.147(g)(6));

(c) Failed to establish and demonstrate alternate financial assurance for liability coverage within thirty (30) days of notice that the Department had made a finding that Respondent no longer qualified for the financial test (Cal. Code Regs., tit. 22, § 66265.147(g)(7)).

4. A dispute exists regarding the alleged violations. Respondent does not admit the violations alleged above.

5. The parties wish to avoid the expense of litigation and to ensure prompt compliance.

6. Jurisdiction exists pursuant to Health and Safety Code section 25187.

7. Respondent waives any right to a hearing in this matter.

8. This Consent Order shall constitute full settlement of the violations alleged above and any other violations related to California Code of Regulations, title 22, section 66265.143 and section 66265.147 identified in any inspection report issued by the Department on or before March 12, 2002, but does not limit the Department from taking appropriate enforcement action concerning other violations. Notwithstanding the foregoing, any such violation may be grounds for the enhancement of similar future penalties based on intent and/or compliance history.

#### SCHEDULE FOR COMPLIANCE

9. Respondent shall comply with the following:

9.1.1. On March 12, 2002, Respondent submitted amended endorsements to an existing insurance policy thereby bringing said insurance policy into full compliance with the requirement of California Code of Regulations, title 22, section 66265.143 for financial assurance to cover the cost of closure of the Facility.

(a) Respondent shall maintain, without interruption and in full compliance with the requirements of California Code of Regulations, title 22, chapter 15, article 8, a financial assurance mechanism to cover the cost of closure of the Facility until no longer required per any applicable law or regulation, and Respondent is released from such requirement by the Department, in writing.

(b) Until no longer required per any applicable law or regulation, and Respondent is released in writing by the Department from the requirements to maintain a financial assurance mechanism to cover the cost of closure of the Facility, Respondent shall file with the Department, an original of the appropriate DTSC Form (1154 through 1174) not less than thirty (30) days prior to the effective date of:

- i. any new or reissued mechanism maintained for the purpose of compliance with the requirements of California Code of Regulations, title 22, chapter 15, article 8, concerning financial assurance for closure or postclosure of the Facility; or,
- ii. any extension of the period of any mechanism maintained for the purpose of compliance with the requirements of California Code of Regulations, title 22, chapter 15, article 8, concerning financial assurance for closure or postclosure of the Facility.

9.1.2. On March 12, 2002, Respondent submitted amended endorsements to an existing insurance policy thereby bringing said insurance policy into full compliance with the requirements of California Code of Regulations, title 22, section 66265.147 for financial assurance for third party liability at the Facility.

(a) Respondent shall maintain, without interruption and in full compliance with the requirements of California Code of Regulations, title 22, chapter 15, article 8, a financial assurance mechanism to cover the cost of third party liability at the Facility until no longer required per any applicable law or regulation, and Respondent is released from such requirement by the Department, in writing.

(b) Until no longer required per any applicable law or regulation, and Respondent is released in writing by the Department, from the requirement to maintain a financial assurance mechanism to cover the cost of third party liability at the Facility, Respondent shall file with the Department, an original of the appropriate DTSC Form (1154 through 1174) not less than thirty (30) days prior to the effective date of:

i. any new or reissued mechanism maintained for the purpose of compliance with the requirements of California Code of Regulations, title 22, chapter 15, article 8, concerning financial assurance for bodily injury and

property damage to third parties caused by sudden accidental occurrences arising from operations of the Facility; or,

ii. any extension of the period of any mechanism maintained for the purpose of compliance with the requirements of California Code of Regulations, title 22, chapter 15, article 8, concerning financial assurance for bodily injury and property damage to third parties

caused by sudden accidental occurrences arising from operations of the Facility.

9.1.3. Notwithstanding, and in addition to, any other notification or reporting requirements to which Respondent is subject by virtue of statute, regulation, or otherwise, Respondent shall, for a period of five years commencing with the effective date of the Consent Order, report any violation or lapse in compliance of any element of this Schedule for Compliance for the Facility. Such report shall cite the docket number of this Order and shall be made to the persons identified in paragraph 9.2 below not later than thirty (30) days after the commencement of the violation or lapse in compliance.

9.2. Submittals. All submittals from Respondent pursuant to this Consent Order shall be sent to:

Charlene Williams, Branch Chief  
Northern California Branch  
Statewide Compliance Division  
Department of Toxic Substances Control  
700 Heinz Avenue, Suite 200  
Berkeley, California 94710

9.3. Communications. All approvals and decisions of the Department made regarding such submittals and notifications shall be communicated to Respondent in writing by a Branch Chief, Department of Toxic Substances Control, or his/her designee. No informal advice, guidance, suggestions, or comments by the Department regarding reports, plans, specifications, schedules, or any other writings by Respondent shall be construed to relieve Respondent of its obligation to obtain such formal approvals as may be required.

9.4. Department Review and Approval. If the Department determines that any report, plan, schedule, or other document submitted for approval pursuant to

paragraphs 9.1.1, 9.1.2, or 9.1.3. of this Consent Order fails to comply with the Consent Order or fails to protect public health or safety or the environment, the Department may return the document to Respondent with recommended changes and a date by which Respondent must submit to the Department a revised document incorporating the recommended changes.

9.5. Compliance with Applicable Laws. Respondent shall carry out this Consent Order in compliance with all local, State, and federal requirements.

9.6. Liability. Nothing in this Consent Order shall constitute or be construed as a satisfaction or release from liability for any conditions or claims arising as a result of past, current, or future operations of Respondent, except as provided in this Consent Order. Notwithstanding compliance with the terms of this Consent Order, Respondent may be required to take further actions as are necessary to protect public health or welfare or the environment.

9.7. Government Liabilities. The Department shall not be liable for injuries or damages to persons or property resulting from acts or omissions by Respondent or related parties specified in paragraph 11.3, in carrying out activities pursuant to this Consent Order, nor shall the Department be held as a party to any contract entered into by Respondent or its agents in carrying out activities pursuant to this Consent Order.

#### PAYMENTS

10.1. Respondent shall pay a total of \$210,000, of which \$139,506 is a penalty, \$23,992 is reimbursement of the Department's costs, and \$46,502 is a supplemental environmental project consisting of a contribution to the Environmental Enforcement and Training Account.

10.2. Respondent's check for \$163,498 (penalty and costs) shall be made payable to the "Department of Toxic Substances Control." Respondent's check for

\$46,502 (the supplemental environmental project) shall be made payable to the "Cal/EPA Environmental Enforcement and Training Account."

10.3. Respondent's check payable to the "Department of Toxic Substances Control" shall be delivered within 30 days of the effective date of this Consent Order, together with a copy of the attached Payment Voucher, to:

Department of Toxic Substances Control  
Accounting Office  
1001 I Street, 21st floor  
Post Office Box 806  
Sacramento, California 95812-0806

Respondent's check payable to the "Cal/EPA Environmental Enforcement and Training Account" shall be delivered within 30 days of the effective date of this Consent Order, together with a copy of the attached Payment Voucher, to:

James J. Grace  
Staff Counsel  
Office of Legal Counsel  
Department of Toxic Substances Control  
1001 I Street, 23rd floor  
Post Office Box 806  
Sacramento, California 95812-0806

A photocopy of both checks shall be sent:

To: Charlene Williams, Branch Chief  
Northern California Branch  
Statewide Compliance Division  
Department of Toxic Substances Control  
700 Heinz Avenue, Suite 200  
Berkeley, California 94710



To: James J. Grace  
Staff Counsel  
Office of Legal Counsel  
Department of Toxic Substances Control  
1001 I Street, 23rd floor  
Post Office Box 806  
Sacramento, California 95812-0806

10.4. If Respondent fails to make any payment as provided above, Respondent agrees to pay interest at the rate established pursuant to Health and Safety Code section 25360.1 and to pay all costs incurred by the Department in pursuing collection including attorney's fees.

#### OTHER PROVISIONS

11.1. Additional Enforcement Actions. By agreeing to this Consent Order, the Department does not waive the right to take further enforcement actions, except to the extent provided in this Consent Order.

11.2. Penalties for Noncompliance. Failure to comply with the terms of this Consent Order may subject Respondent to costs, civil penalties and/or punitive damages for any costs incurred by the Department or other government agencies as a result of such failure, as provided by Health and Safety Code section 25188 and other applicable provisions of law.

11.3. Parties Bound. This Consent Order shall apply to and be binding upon Respondent and its officers, directors, agents, employees, contractors, consultants, receivers, trustees, successors, and assignees, including but not limited to individuals, partners, and subsidiary and parent corporations, and upon the Department and any successor agency that may have responsibility for and jurisdiction over the subject matter of this Consent Order.

11.4. Publicizing Supplemental Environmental Project. If Respondent publicizes the contribution to the Cal/EPA Environmental Enforcement and Training

Account made pursuant to this Consent Order, Respondent shall state in a prominent manner that the contribution was made as part of the settlement of an enforcement action.

11.5. Effective Date. The effective date of this Consent Order is the date it is signed by the Department.

11.6. Integration. This agreement constitutes the entire agreement between the parties and may not be amended, supplemented, or modified, except as provided in this agreement.

Dated: 3/16/04

(Original signed by John R. Fielder, Sr. V.P.)  
Signature of Respondent's Representative  
SOUTHERN CALIFORNIA EDISON

(Original signed by John R. Fielder, Sr. V.P.)  
Typed or Printed Name and Title of  
Respondent's Representative

Dated: 3/25/04

(Original signed by Kim F. Wilhelm)  
Kim F. Wilhelm, P.E., Chief  
Statewide Compliance Division  
Department of Toxic Substance Control